

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

JEWELL C. "CHRIS" McNAIR,

JACK W. SWANN,

HARRY T. CHANDLER,

RONALD K. WILSON,

CLARENCE R. BARBER,

GRADY R. PUGH, Jr.,

JOSEPH E. "EDDIE" YESSICK,

ROLAND PUGH CONSTRUCTION, INC.,

BOBBY J. RAST,

DANIEL B. "DANNY" RAST,

RAST CONSTRUCTION, INC.,

SOHAN P. SINGH,

EDWARD T. KEY, Jr.,

US INFRASTRUCTURE, INC.,

FLOYD W. "PAT" DOUGHERTY,

F.W. DOUGHERTY ENGINEERING

& ASSOCIATES, INC., and

WILLIAM H. DAWSON.

Defendants.

No. 2:05-CR-00061-RBP-TMP

**VIOLATIONS:**

18 U.S.C. § 666, Bribery Concerning

Programs Receiving Federal Funds;

18 U.S.C. § 371, Conspiracy;

18 U.S.C. § 1341, Mail Fraud; and

18 U.S.C. § 1503, Obstruction

**UNDER SEAL**

6/20/05

**SUPERSEDING INDICTMENT**

**INTRODUCTION**

**The Grand Jury Charges:**

At all times relevant to this Indictment, unless otherwise stated:

**THE GOVERNMENT OF JEFFERSON COUNTY**

1. Jefferson County, Alabama, ("Jefferson County") was a county within the Northern District of Alabama with an elected County Commission as its governing body. Among the powers of Jefferson County was the ability to negotiate and enter contracts for sewer

construction and emergency sewer repairs. Jefferson County received more than \$10,000 in assistance from the United States government each year relevant to this indictment.

2. The Jefferson County Commission was an elected body composed of five commissioners. One commissioner had oversight for the operation of the Jefferson County Environmental Services Department ("JCESD").

#### THE JEFFERSON COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

3. In or about 1994, the United States Department of Justice filed suit against Jefferson County and the Jefferson County Commission, alleging violations of the Clean Water Act.
4. In or about 1996, Jefferson County and the Jefferson County Commission entered into a consent decree with the U.S. Environmental Protection Agency ("EPA") under which Jefferson County agreed to repair its sewer system in order to comply with the Clean Water Act.
5. Between 1996 and the end of 2003, the Jefferson County Environmental Services Department ("JCESD"), a department of Jefferson County, supervised the process of repairing and rehabilitating the sewer system in Jefferson County and bringing the wastewater system into compliance with the Clean Water Act.
6. The JCESD Product Review Committee was a group of engineers and sewer technicians that decided which sewer pipe-lining products would qualify as acceptable for use in Jefferson County. During the time period relevant to this indictment, the Product Review Committee approved the pipe-lining products for the companies who could then have those products included in bids on sewer rehabilitation work in Jefferson County.

7. Between 1996 and 2003, Jefferson County awarded over a billion dollars (\$1,000,000,000) worth of engineering and construction contracts in order to comply with the consent decree.

DEFENDANTS AND CO-CONSPIRATORS

8. Defendant JEWELL C. "CHRIS" McNAIR was elected as a member of the Jefferson County Commission, was employed by Jefferson County, and had oversight of the JCESD. During the time period relevant to this Indictment, Defendant McNair was the majority owner of McNair Frame & Photo Art, Inc. ("McNair Studio").
9. Defendant JACK W. SWANN was employed by Jefferson County as the Director of the JCESD.
10. Defendant HARRY T. CHANDLER was employed by Jefferson County as the Assistant Director of the JCESD.
11. Defendant RONALD K. WILSON was employed by Jefferson County as the Chief Civil Engineer of the JCESD and served on the Product Review Committee.
12. Defendant CLARENCE R. BARBER was employed by Jefferson County as the Construction and Maintenance Supervisor for the JCESD.
13. Defendant GRADY R. PUGH, Jr. was the Chief Executive Officer and ten per cent owner of Roland Pugh Construction, Inc. ("PUGH, INC.") from at least 1998 until the time of indictment.
14. Defendant JOSEPH E. "EDDIE" YESSICK was the President and ten per cent owner of Roland Pugh Construction, Inc. ("PUGH, INC.") from at least 1998 until the time of indictment.

15. Defendant ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") was an Alabama corporation that, along with its joint venture partner, performed at least \$200 million worth of sewer construction contracts for Jefferson County and the JCESD between 1997 and the end of 2003. During this time period, the majority of PUGH, INC.'s work was for the JCESD.
16. Defendant BOBBY J. RAST was the President and 41.5 per cent owner of Rast Construction, Inc. ("RAST, INC.").
17. Defendant DANIEL B. "DANNY" RAST was the Executive Vice President and 41.5 per cent owner of Rast Construction, Inc. ("RAST, INC.").
18. Defendant RAST CONSTRUCTION, INC. ("RAST, INC.") was an Alabama corporation that, along with its joint venture partner, performed at least \$200 million worth of sewer construction contracts for Jefferson County and the JCESD between 1997 and the end of 2003. During this time period, the majority of RAST, INC.'s work was for the JCESD.
19. Defendant SOHAN P. SINGH was the President of US INFRASTRUCTURE, INC. ("USI").
20. Defendant EDWARD T. KEY, Jr. was the Vice President of US INFRASTRUCTURE, INC. ("USI").
21. Defendant US INFRASTRUCTURE, INC. ("USI") was an Alabama corporation that received approximately \$50 million worth of "no bid" engineering contracts for Jefferson County and the JCESD between 1997 and the end of 2003. During this time period, the majority of USI's work was for the JCESD.

22. Defendant FLOYD W. "PAT" DOUGHERTY ("DOUGHERTY") was the President and fifty per cent owner of F.W. Dougherty Engineering & Associates, Inc. ("FWDE, INC.").
23. Defendant F.W. DOUGHERTY ENGINEERING & ASSOCIATES, INC. ("FWDE, INC.") was an Alabama corporation that received at least \$30 million worth of "no bid" engineering contracts for Jefferson County and the JCESD between 1997 and the end of 2003. During this time period, the majority of FWDE's work was for the JCESD.
24. Defendant WILLIAM H. DAWSON was the owner of Dawson Engineering, Inc., an Alabama corporation that received at least \$20 million worth of "no bid" engineering contracts from Jefferson County and the JCESD between 1997 and the end of 2003. During this time period, the majority of DAWSON's work was for the JCESD.
25. Donald R. Ellis was an engineer with the JCESD and the Chairman of the Product Review Committee.
26. Larry P. Creel was employed by Jefferson County as a Maintenance Supervisor for the JCESD and served on the Product Review Committee.

## COUNT ONE

(18 U.S.C. § 371 - Conspiracy to Commit Bribery)

### THE CONSPIRACY

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. JEWELL C. "CHRIS" McNAIR; GRADY R. PUGH, Jr.; JOSEPH E. "EDDIE" YESSICK; ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC."); BOBBY J. RAST; DANIEL B. "DANNY" RAST; RAST CONSTRUCTION, INC. ("RAST, INC."); FLOYD W. "PAT" DOUGHERTY; F.W. DOUGHERTY ENGINEERING & ASSOCIATES, INC. ("FWDE, INC."); and WILLIAM H. DAWSON are hereby named as DEFENDANTS in this count.
3. From in or about August 1999, and continuing at least through January 2002, the exact dates being unknown to the Grand Jury, within the Northern District of Alabama and elsewhere, Defendants McNAIR; PUGH; YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY; FWDE, INC.; and DAWSON did knowingly and willfully combine, conspire, and agree with each other and others, both known and unknown to the Grand Jury, to commit offenses against the United States, to wit:
  - (a) to corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, and series of transactions of such

county government involving anything of value of \$5,000 or more, in violation of Title 18 United States Code, Section 666(a)(2); and

(b) being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B).

#### THE OBJECTS OF THE CONSPIRACY

4. It was an object of the conspiracy for Defendant McNAIR, the Jefferson County Commissioner responsible for the JCESD, to enrich himself by corruptly soliciting and accepting things of value with the intent of being influenced and rewarded for supporting the interests of Defendants PUGH; YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY; FWDE, INC.; and DAWSON in connection with the JCESD sewer rehabilitation construction program.
5. It was further an object of the conspiracy for Defendants PUGH; YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY; FWDE, INC.; and DAWSON, aided and abetted by each other, to corruptly give, offer, and agree to give things of value to Defendant McNAIR with the intent of influencing Jefferson County and the JCESD and rewarding McNair for his supporting their interests in connection with the JCESD sewer construction program.

### MANNER AND MEANS OF THE CONSPIRACY

6. It was part of the conspiracy that Defendant McNAIR, while he was the Jefferson County Commissioner responsible for the JCESD, would and did solicit and accept: construction and remodeling, valued at over \$194,623 for McNair Frame & Photo Art, Inc. at 45 6<sup>th</sup> Avenue South, Birmingham, Alabama ("McNair Studio"); from Defendants PUGH; YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY; FWDE, INC.; and DAWSON contractors and engineers that performed work for the JCESD.
7. It was further part of the conspiracy that Defendant McNAIR would and did provide influence and favorable treatment to Defendants PUGH; YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY; FWDE, INC.; and DAWSON in conjunction with Jefferson County and contracting on JCESD matters in exchange for the many bribes paid by these defendants.

### OVERT ACTS

8. In August 1999, the exact dates being unknown to the Grand Jury, Defendant YESSICK caused agents of Defendant PUGH, INC. to pour concrete for, and form the foundation and walls of the basement of McNair Frame & Photo Art, Inc. located at 45 6<sup>th</sup> Avenue South in Birmingham, Alabama, ("McNair Studio") at a cost of approximately \$11,709 for the benefit of Defendant McNAIR.
9. On or about October 1999, the exact dates being unknown to the Grand Jury, Defendant DOUGHERTY caused agents of FWDE, INC. to work with Defendant McNAIR in reviewing the plans and designs for construction of improvements at McNair Studio.



10. Between October 1999 and January 2002, the exact dates being unknown to the Grand Jury, Defendant DOUGHERTY caused Bill Bailey, an employee of FWDE, INC., to work as a supervisor of construction at McNair Studio at a cost of approximately \$62,707 and for the benefit of Defendant McNAIR.
11. On or about May 24, 2000, Defendant PUGH flew an airplane owned by Defendant PUGH, INC. to LaGrange, Georgia, to buy carpet and flooring material for the benefit of Defendant McNAIR.
12. On or about May 24, 2000, Defendant PUGH paid \$4,820 to The Mill Store, Inc. for carpet and tile for installation at McNair Studio for the benefit of Defendant McNAIR.
13. On or about July 2000, the exact dates being unknown to the Grand Jury, Defendant PUGH paid \$40,000 in cash to Defendant McNair.
14. On or about July 28, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$2,100 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
15. On or about August 4, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$1,400 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
16. On or about August 11, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$2,100 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
17. On or about August 18, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$2,450 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.

18. On or about August 25, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$2,500 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
19. On or about September 1, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,000 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
20. On or about September 8, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,975 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
21. On or about September 12, 2000, Defendant DANNY RAST caused Defendant RAST, INC. to pay Master Access Controls, Inc. \$2,933 for an automatic security gate at McNair Studio for the benefit of Defendant McNAIR.
22. On or about September 15, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,125 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
23. On or about September 22, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,435 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
24. On or about September 29, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,660 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.

25. On or about October 6, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,125 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
26. On or about October 6, 2000, Defendant BOBBY RAST caused agents of Defendant RAST, INC. to pay \$1,880 to Clint Gilley for carpet installation at McNair Studio for the benefit of Defendant McNAIR.
27. On or about October 13, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,600 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
28. On or about October 16, 2000, agents for Defendant PUGH, INC. purchased custom hand railings from Thompson Fabricating LLC at a cost of \$5,500 for installation at McNair Studio for the benefit of Defendant McNAIR.
29. On or about October 18, 2000, Defendant DANNY RAST caused Defendant RAST, INC. to pay Master Access Controls, Inc. \$2,933 for an automatic security gate at McNair Studio for the benefit of Defendant McNAIR.
30. On or about October 20, 2000, Defendant BOBBY RAST caused agents of Defendant RAST, INC. to pay \$3,421 to Clint Gilley for carpet installation at McNair Studio for the benefit of Defendant McNAIR.
31. On or about October 20, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,200 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.

32. On or about October 27, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,100 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
33. On or about November 3, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$2,010 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
34. On or about November 11, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,525 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
35. On or about November 16, 2000, Defendant WILLIAM H. DAWSON paid \$16,400 to Holt Audio Visual for a projector system that was installed at McNair Studio for the benefit of Defendant McNAIR.
36. On or about November 16, 2000, Defendant WILLIAM H. DAWSON instructed Holt Audio Visual to remove all references to McNair Studio and Chris McNair in order to conceal the \$16,400 bribe to Defendant McNAIR.
37. On or about November 17, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,185 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
38. On or about December 1, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$1,125 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.

39. On or about December 5, 2000, Defendant DANNY RAST caused Defendant RAST, INC. to pay \$5,500 to Bailey and Sons for landscaping work at McNair Studio for the benefit of Defendant McNAIR.
40. On or about December 8, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$1,200 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
41. On or about December 22, 2000, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$1,050 to Barry Mosley for carpentry work at McNair Studio for the benefit of Defendant McNAIR.
42. On or about January 2001, the exact dates being unknown to the Grand Jury, Defendants BOBBY RAST and DANNY RAST caused agents of Defendant RAST, INC. to fabricate and install stairs, at a cost of several thousand dollars, for the back entrance to McNair Studio for the benefit of Defendant McNAIR.
43. On or about January 2001, the exact dates being unknown to the Grand Jury, Defendants BOBBY RAST and DANNY RAST caused agents of Defendant RAST, INC. to fabricate and install an elevated concrete deck, at a cost of several thousand dollars, at McNair Studio for the benefit of Defendant McNAIR.
44. On or about March 13, 2001, agents for Defendant PUGH, INC. purchased additional custom hand railings from Thompson Fabricating LLC at a cost of \$11,700 for installation at McNair Studio for the benefit of Defendant McNAIR.
45. On or about May 14, 2001, Defendant YESSICK caused Defendant PUGH, INC. to pay \$5,000 to Defendant McNAIR.

46. On or about May 15, 2001, Defendant BOBBY RAST paid \$5,000 to Defendant McNAIR.
47. On or about May 14, 2001, Defendant DOUGHERTY caused Defendant FWDE, INC. to pay \$5,000 to Defendant McNAIR.
48. On or about June 27, 2001, the exact date being unknown to the Grand Jury, Defendant BOBBY RAST caused Adventure Travel to book an Alaska Cruise at a cost of \$8,135 for the benefit of Defendant McNAIR.
49. On or about July 2, 2001, Defendant BOBBY RAST caused Defendant RAST, INC. to pay a total of \$8,135 for an Alaskan cruise aboard the Dawn Princess for the benefit of Defendant McNAIR.
50. On or about July 24, 2001, Defendant YESSICK flew to Camden, Arkansas to meet with an agent of George Word Construction, about building a lake house for the benefit of Defendant McNAIR.
51. On or about October 1, 2001, Defendant YESSICK caused Defendant PUGH, INC. to issue a check to George Word Construction in the amount of \$34,150 for the benefit of Defendant McNAIR.
52. On or about October 12, 2001, Defendant YESSICK caused Defendant PUGH, INC. to issue a check to George Word Construction in the amount of \$10,042 for the benefit of Defendant McNAIR.
53. On or about October 25, 2001, Defendant DOUGHERTY met with Defendant McNAIR at the offices of FWDE, INC. to discuss payment of money to George Word Construction for the benefit of Defendant McNAIR.

54. On or about October 25, 2001, Defendant DOUGHERTY caused Defendant FWDE, INC. to issue a check in the amount of \$50,000 to George Word Construction for the benefit of Defendant McNAIR.
55. On or about November 2001, the exact dates being unknown to the Grand Jury, Defendant RAST, INC. caused its agents and employees to pour a concrete slab and install plumbing for a guard shack at McNair Studio, at a cost of several thousand dollars, for the benefit of Defendant McNAIR.
56. On or about November 26, 2001, Defendant BOBBY RAST caused an agent of Defendant RAST, INC. to pay \$1,775 to Buchanan Plumbing for work at McNair Studio for the benefit of Defendant McNAIR.
57. Beginning on or about December of 2001 and continuing into January 2002, the exact dates being unknown to the Grand Jury, Defendant DOUGHERTY caused agents of Defendant FWDE, INC. to work approximately four weeks building a two-story guard shack at McNair Studio at a cost of approximately \$3,280 for the benefit of Defendant McNAIR.
58. On or about January 11, 2002, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$3,200 to Barry Mosley for construction work on the guard shack at McNair Studio for the benefit of Defendant McNAIR.
59. On or about January 17, 2002, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay \$4,000 to Barry Mosley for construction work on the guard shack at McNair Studio for the benefit of Defendant McNAIR.

**All in violation of Title 18 U.S.C. Section 371.**

## COUNT TWO

### (18 U.S.C. § 666 – Bribery)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. JEWELL C. "CHRIS" McNAIR is hereby named as DEFENDANT in this count.
3. From at least July 2000 and continuing at least through March 2001, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendant JEWELL C. "CHRIS" McNAIR being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendant McNAIR, being an employee of Jefferson County, Alabama, corruptly solicited, accepted, and agreed to accept the following:
  - From Grady R. Pugh, Jr.; Joseph E. "Eddie" Yessick; and Roland Pugh Construction, Inc.: hand railings with an approximate value of \$5,500 and \$11,700; and money totaling \$40,000 intending to be influenced and rewarded in connection with Jefferson County and the JCESD;
  - From Bobby J. Rast; Daniel B. "Danny" Rast; Rast Construction, Inc.: construction work and carpentry provided by Barry Mosley with an approximate value of \$52,990; a security gate by Master Access Controls with an approximate value of \$5,866; carpet installation by Clint Gilley with an approximate value of \$5,300; landscaping work by



Bailey and Sons with an approximate value of \$5,500; fabrication and construction of a set of stairs with an approximate value of several thousand dollars; construction of a concrete deck with an approximate value of several thousand dollars; intending to be influenced and rewarded in connection with Jefferson County and the JCESD;

-From Floyd W. "Pat" Dougherty and F.W. Dougherty Engineering & Associates, Inc.: supervision and project management by Bill Bailey with an approximate value of \$27,434; intending to be influenced and rewarded in connection with Jefferson County and the JCESD; and

-From William H. Dawson: an audio visual system worth \$16,400; intending to be influenced and rewarded in connection with the JCESD;

**All in violation of Title 18 United States Code, Section 666(a)(1)(B).**

### **COUNT THREE**

**(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. GRADY R. PUGH, Jr.; JOSEPH E. "EDDIE" YESSICK; and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are hereby named as DEFENDANTS in this count.
3. From at least July 2000 and continuing at least through October 2001, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants PUGH; YESSICK; PUGH, INC., aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to

influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendants PUGH, YESSICK and PUGH, INC. corruptly offered, gave, and agreed to give Forty Thousand Dollars (\$40,000) in cash; hand railings with an approximate value of \$5,500 and \$11,700; a check for \$5,000; and two checks to George Word Construction, Inc. totaling \$44,192, to Jewell C. "Chris" McNair, intending to influence an agent of Jefferson County and to be rewarded in connection with the JCESD.

All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.

#### COUNT FOUR

(18 U.S.C. § 666 – Bribery)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. BOBBY J. RAST; DANIEL B. "DANNY" RAST; and RAST CONSTRUCTION, INC. ("RAST, INC.") are hereby named as DEFENDANTS in this count.
3. From at least July 2000 and continuing at least through January 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants BOBBY RAST; DANNY RAST; and RAST, INC., aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in

connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendants BOBBY RAST; DANNY RAST; and RAST, INC. corruptly offered, gave, and agreed to give: construction work and carpentry provided by Barry Mosley with an approximate value of \$52,990; a security gate by Master Access Controls with an approximate value of \$5,866; carpet installation by Clint Gilley with an approximate value of \$5,300; landscaping work by Bailey and Sons with an approximate value of \$5,500; fabrication and construction of a set of stairs with an approximate value of several thousand dollars; construction of a concrete deck with an approximate value of several thousand dollars; plumbing work by Buchanan Plumbing with an approximate value of \$1,775; a check for \$5,000; and an Alaskan Cruise with an approximate value of \$8,135, to Jewell C. "Chris" McNair, intending to influence an agent of Jefferson County and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

#### **COUNT FIVE**

##### **(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. FLOYD W. "PAT" DOUGHERTY; and F.W. DOUGHERTY ENGINEERING & ASSOCIATES, INC. ("FWDE, INC.") are hereby named as DEFENDANTS in this count.

3. From July 2000 and continuing through January 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants DOUGHERTY and FWDE, INC., aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendants DOUGHERTY and FWDE, INC. corruptly offered, gave, and agreed to give supervision and project management by Bill Bailey with an approximate value of \$27,434; a check for \$5,000; a check to George Word Construction, Inc. for \$50,000; and construction work on a guard shack with a value of \$3,280, to Jewell C. "Chris" McNair, intending to influence an agent of Jefferson County and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

#### **COUNT SIX**

##### **(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. WILLIAM H. DAWSON is hereby named as a DEFENDANT in this count.
3. In or about November 2000, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendant DAWSON, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and

reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendant DAWSON corruptly offered, gave, and agreed to give an audio visual system with a value of \$16,400 to Jewell C. "Chris" McNair, intending to influence an agent of Jefferson County and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

#### **COUNT SEVEN**

**(18 U.S.C. § 371 - Conspiracy to Commit Bribery)**

#### **THE CONSPIRACY**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. JACK W. SWANN; JOSEPH E. "EDDIE" YESSICK; ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC."); BOBBY J. RAST; DANIEL B. "DANNY" RAST; RAST CONSTRUCTION, INC. ("RAST, INC."); FLOYD W. "PAT" DOUGHERTY ("DOUGHERTY") and; F.W. DOUGHERTY ENGINEERING & ASSOCIATES, INC. ("FWDE, INC.") are hereby named as DEFENDANTS in this count.
3. From in or about September 1998, and continuing at least through November 2003, the exact dates being unknown to the Grand Jury, within the Northern District of Alabama and elsewhere, Defendants SWANN; YESSICK; PUGH, INC.; BOBBY RAST; DANNY

RAST; RAST, INC.; DOUGHERTY; and FWDE, INC., did knowingly and willfully combine, conspire, and agree with each other and others, both known and unknown to the Grand Jury, to commit offenses against the United States, to wit:

(a) to corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18 United States Code, Section 666(a)(2); and

(b) being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B).

#### THE OBJECTS OF THE CONSPIRACY

4. It was an object of the conspiracy for Defendant SWANN, the Director of the JCESD, to enrich himself by corruptly soliciting and accepting things of value with the intent of being influenced and rewarded for supporting the interests of Defendants YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY, and FWDE, INC. in connection with the JCESD sewer rehabilitation construction program.

5. It was further an object of the conspiracy for Defendants YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY, and FWDE, INC., aided and abetted by each other, to corruptly give, offer, and agree to give things of value to Defendant SWANN with the intent of influencing and rewarding him for supporting their interests in connection with the JCESD sewer construction program.

MANNER AND MEANS OF THE CONSPIRACY

6. It was part of the conspiracy that Defendant SWANN, while he was the Director of the JCESD, would and did solicit and accept construction, remodeling, and landscaping services valued at over \$250,000 for his houses at 641 and 645 Winwood Drive, Vestavia Hills, Alabama; a trip to London, England in 1999 worth \$4,510; a trip to Scotland and England in 2001 worth \$3,015; and \$1,000 in gift certificates for Alabama BookSmith from Defendants YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY, and FWDE, INC., contractors that performed work for the JCESD.
7. It was further part of the conspiracy that Defendants SWANN, YESSICK, and PUGH, INC. attempted to conceal the existence of these bribes by, among other things, causing false and fraudulent invoices to be made and by making payments to PUGH, INC. totaling \$60,696.95 after they learned of the bribery investigation.
8. It was also part of the conspiracy that Defendant SWANN would and did provide favorable treatment to Defendants YESSICK; PUGH, INC.; BOBBY RAST; DANNY RAST; RAST, INC.; DOUGHERTY; and FWDE, INC. in conjunction with contracting on JCESD matters in exchange for the many bribes paid by these defendants.

### OVERT ACTS

9. Between September 1998 and September 1999, the exact dates being unknown to the Grand Jury, Defendant DOUGHERTY caused Wayne Hendon, an employee of Defendant FWDE, INC., to work at 645 Winwood Drive, Vestavia Hills, Alabama, as a supervisor of the construction process at the house of Defendant SWANN. The benefit to Defendant SWANN was approximately \$51,616.
10. In or about September 1998, the exact dates being unknown to the Grand Jury, Defendant BOBBY RAST caused agents of RAST, INC. to tear down an existing carport at 645 Winwood Drive, Vestavia Hills, Alabama, at a cost of several thousand dollars, for the benefit of Defendant SWANN.
11. In or about the Fall of 1998, the exact dates being unknown to the Grand Jury, Defendant BOBBY RAST caused agents of RAST, INC. to pour several concrete slabs and walkways at 645 Winwood Drive, Vestavia Hills, Alabama, at a cost of several thousand dollars, for the benefit of Defendant SWANN.
12. On September 24, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$2,586 to Dudley Davis for construction work to the benefit of Defendant SWANN.
13. On October 1, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$2,586 to Dudley Davis for construction work to the benefit of Defendant SWANN.
14. On October 9, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$2,586 to Dudley Davis for construction work to the benefit of Defendant SWANN.
15. On October 15, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$2,586 to Dudley Davis for construction work to the benefit of Defendant SWANN.



16. On October 22, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$3,448 to Dudley Davis for construction work to the benefit of Defendant SWANN.
17. On October 29, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$2,155 to Dudley Davis for construction work to the benefit of Defendant SWANN.
18. On November 5, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$2,155 to Dudley Davis for construction work to the benefit of Defendant SWANN.
19. On November 12, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$2,155 to Dudley Davis for construction work to the benefit of Defendant SWANN.
20. On November 19, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$3,017 to Dudley Davis for construction work to the benefit of Defendant SWANN.
21. On December 3, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$2,155 to Dudley Davis for construction work to the benefit of Defendant SWANN.
22. On December 10, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$1,551 to Dudley Davis for construction work to the benefit of Defendant SWANN.
23. On December 29, 1998, Defendant DOUGHERTY caused FWDE, INC. to pay \$1,551 to Dudley Davis for construction work to the benefit of Defendant SWANN.
24. Between July 29, 1999 and August 14, 1999, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay approximately \$4,510 for Defendant SWANN to travel to England for the benefit of Defendant SWANN.
25. On or about September 3, 1999, Defendant RAST, INC. paid \$1,054 to Alabama Brick Delivery for masonry materials for the benefit of Defendant SWANN.
26. Between September 1999 and August 2000, the exact dates being unknown to the Grand Jury, Defendant DANNY RAST caused Derek Houston, an agent of Defendant RAST,

INC., to work at 645 Winwood Drive, Vestavia Hills, Alabama, as a supervisor of the construction process at the house of Defendant SWANN. The benefit to Defendant SWANN had an approximate value of \$10,000.

27. On or about October 11, 1999, Defendant RAST, INC. paid \$909 to Alabama Brick Delivery for masonry materials for the benefit of Defendant SWANN.
28. On or about May 25, 2000, Defendant BOBBY RAST caused an agent of Defendant RAST, INC. to pay \$4,441 to Sherman International for concrete installed at the house of Defendant SWANN.
29. In or about June 2000, the exact dates being unknown to the Grand Jury, Defendant YESSICK, and other agents of Defendant PUGH, INC., contacted "Aquatic Gardens" about installing a waterfall and decorative pond in the yard of Defendant SWANN.
30. In or about the June 2000, the exact dates being unknown to the Grand Jury, Defendant YESSICK, and other agents of Defendant PUGH, INC., contacted "Guthrie Landscaping" about installing landscaping in the yards of Defendant SWANN at 641 and 645 Winwood Drive, Vestavia Hills, Alabama.
31. On or about August 23, 2000, an agent of Defendant RAST, INC. paid \$3,535 to Don's Carpet One to the benefit of Defendant SWANN.
32. Between September 2000 and April 2001, the exact dates being unknown to the Grand Jury, Defendant DOUGHERTY caused John Stanger, an employee of Defendant FWDE, INC., to work at 645 Winwood Drive, Vestavia Hills, Alabama, as a supervisor of the construction process at the house of Defendant SWANN. The benefit to Defendant SWANN had an approximate value of \$24,176.

33. On or about September 14, 2000, an agent of Defendant RAST, INC. paid Kimro Painting \$3,000 for painting at the home of Defendant SWANN.
34. On or about September 21, 2000, an agent of Defendant RAST, INC. paid Kimro Painting \$3,000 for painting at the home of Defendant SWANN.
35. On or about September 27, 2000, an agent of Defendant RAST, INC. paid Kimro Painting \$233 for an invoice on painting at the home of Defendant SWANN.
36. On or about September 28, 2000, an agent of Defendant RAST, INC. paid Kimro Painting \$3,500 for an invoice on painting at the home of Defendant SWANN.
37. In or about November 2000, the exact dates being unknown to the Grand Jury, Defendant YESSICK instructed Guthrie Landscaping to bill Defendant PUGH, INC. for work at the house of Defendant SWANN, using job code "49908-E" for Defendant SWANN's existing house at 641 Winwood Drive, Vestavia Hills, Alabama.
38. In or about November of 2000, the exact dates being unknown to the Grand Jury, Defendant YESSICK instructed Guthrie Landscaping to bill Defendant PUGH, INC. for work at the house of Defendant SWANN, using job code "49908-N" for Defendant SWANN's new house at 645 Winwood Drive, Vestavia Hills, Alabama.
39. On or about December 13, 2000, Defendant YESSICK caused Defendant PUGH, INC. to pay Guthrie Landscaping \$15,635 for invoices on landscaping in the yards of Defendant SWANN.
40. On or about December 13, 2000, Defendant YESSICK caused Defendant PUGH, INC. to create an accounting entry on the accounting books of Defendant PUGH, INC. to show a \$100,000 landscaping expense to be incurred on Metro Park Roadway (PUGH, INC. job

number 49908) in order to conceal the projected expenses to be incurred in landscaping the yards of Defendant SWANN.

41. On or about December 22, 2000, Defendant YESSICK caused Defendant PUGH, INC. to pay Aquatic Gardens \$6,680 for an invoice on construction of a waterfall and pond in the yard of Defendant SWANN.
42. On or about January 16, 2001, Defendant YESSICK caused Defendant PUGH, INC. to pay Guthrie Landscaping \$10,437 for an invoice on landscaping in the yards of Defendant SWANN.
43. On or about February 15, 2001, Defendant YESSICK caused Defendant PUGH, INC. to pay Guthrie Landscaping \$33,622 for invoices on landscaping in the yards of Defendant SWANN.
44. On or about March 13, 2001, Defendant YESSICK caused Defendant PUGH, INC. to pay Guthrie Landscaping \$15,201 for an invoice on landscaping in the yards of Defendant SWANN.
45. On or about April 12, 2001, Defendant YESSICK caused Defendant PUGH, INC. to pay Guthrie Landscaping \$5,686 for invoices on landscaping in the yards of Defendant SWANN.
46. On or about July 16, 2001, agents for Defendant PUGH, INC. paid Guthrie Landscaping \$603 for invoices on landscaping in the yards of Defendant SWANN.
47. On or about August 14, 2001, agents for Defendant PUGH, INC. paid Guthrie Landscaping \$1,207 for invoices on landscaping in the yards of Defendant SWANN.

48. On or about August 14, 2001, Defendant YESSICK caused Defendant PUGH, INC. to pay Aquatic Gardens \$742 for the final invoice on construction of a waterfall and pond in the yard of Defendant SWANN.
49. Between September 6, 2001 and September 21, 2001, Defendants BOBBY RAST and DANNY RAST caused Defendant RAST, INC. to pay approximately \$3,015 for Defendant SWANN to travel to England and Scotland for the benefit of Defendant SWANN.
50. On or about September 14, 2001, agents for Defendant PUGH, INC. paid Guthrie Landscaping \$6,835 for invoices on landscaping in the yards of Defendant SWANN.
51. On or about October 8, 2001, Defendant BOBBY RAST caused an agent of Defendant RAST, INC. to pay Brown Mechanical Contractors, Inc. \$8,940 for plumbing at 645 Winwood Drive for the benefit of Defendant SWANN.
52. On or about October 16, 2001, agents for Defendant PUGH, INC. paid Guthrie Landscaping \$2,040 for invoices on landscaping in the yards of Defendant SWANN.
53. On or about November 16, 2001, agents for Defendant PUGH, INC. paid Guthrie Landscaping \$1,207 for invoices on landscaping in the yards of Defendant SWANN.
54. On or about December 14, 2001, Defendant YESSICK caused agents of RPC, INC. to pay \$1,000 to Alabama BookSmith for gift certificates for Defendant SWANN.
55. On or about December 18, 2001, agents for Defendant PUGH, INC. paid Guthrie Landscaping \$1,207 for invoices on landscaping in the yards of Defendant SWANN.
56. On or about January 16, 2002, Defendant YESSICK caused an agent of Defendant PUGH, INC. to issued a check to Guthrie Landscaping for \$47,000 as payment for landscaping to be done in the yards of Defendant SWANN.

57. Between January 2002 and the summer of 2002, the exact dates being unknown to the Grand Jury, Guthrie Landscaping continued to do weekly landscaping in accordance with the earlier agreement with Defendants YESSICK and PUGH, INC.
58. In or about August 2002, the exact dates being unknown to the Grand Jury, Defendant YESSICK caused an agent of Defendant PUGH, INC. to create a false and fraudulent invoice in the amount of \$12,572.95, addressed to Frankie Pierce at 2275 N. Sherrlyn Drive, Birmingham, Alabama, in an effort to conceal the money that PUGH, INC. previously had paid Guthrie Landscaping for work done for Defendant SWANN.
59. On or about September 26, 2002, Defendant YESSICK caused an agent of Defendant PUGH, INC. to create a false and fraudulent invoice in the amount of \$46,684, addressed to Mary Swann at 108 Morgan Street, Talladega, Alabama, in an effort to conceal the money that PUGH, INC. previously had paid Guthrie Landscaping and Aquatic Gardens for work done in the yards of Defendant SWANN.
60. On or about November 26, 2002, Defendant SWANN caused his wife to write a check to Defendant PUGH, INC. in the amount of \$46,684 for work supposedly done for Mary Swann, but which work really had been done for the benefit of Defendant SWANN.
61. On or about December 16, 2002, Defendant SWANN caused his wife to write a check to Defendant PUGH, INC. in the amount of \$12,572.95 for work supposedly done for Frankie Pierce, but which work really had been done for the benefit of Defendant SWANN.

62. On or about November 2, 2003, Defendant SWANN wrote a check to Defendant PUGH, INC. for \$1,440 for work supposedly done for Mary Swann, but which work really had been done for the benefit of Defendant SWANN.

**All in violation of Title 18 U.S.C. Section 371.**

### **COUNT EIGHT**

**(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. JACK W. SWANN is hereby named as DEFENDANT in this count.
3. From at least July 2000 and continuing at least through August 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendant JACK W. SWANN being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendant SWANN, being an employee of Jefferson County, Alabama, corruptly solicited, accepted, and agreed to accept the following:
  - From Joseph E. "Eddie" Yessick and Roland Pugh Construction, Inc.: landscaping from Guthrie Landscaping with an approximate value of \$100,000; a waterfall and pond from Aquatic Gardens with an approximate value of \$7,422; and gift certificates to Alabama

BookSmith worth \$1,000, intending to be influenced and rewarded in connection with the JCESD;

-From Bobby J. Rast; Daniel B. "Danny" Rast; Rast Construction, Inc.: supervision of construction work by Derek Houston with an approximate value of \$1,000; flooring from Don's Carpet with an approximate value of \$3,535; painting from Kimro Painting with an approximate value of \$9,733; plumbing from Brown Mechanical Contractors, Inc. with an approximate value of \$8,940; and payments totaling \$3,015 for a trip to England and Scotland; intending to be influenced and rewarded in connection with the JCESD; and

-From Floyd W. "Pat" Dougherty and F.W. Dougherty Engineering & Associates, Inc.: supervision of construction work by John Stanger with an approximate value of \$24,176; intending to be influenced and rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(1)(B).**

#### **COUNT NINE**

##### **(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. JOSEPH E. "EDDIE" YESSICK; and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are hereby named as DEFENDANTS in this count.
3. From at least July 2000 and continuing at least through August 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants YESSICK and PUGH, INC., aided and abetted by each other, did corruptly



give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendants YESSICK and PUGH, INC. corruptly offered, gave, and agreed to give landscaping from Guthrie Landscaping with an approximate value of \$140,680; a waterfall and pond from Aquatic Gardens with an approximate value of \$7,422; and gift certificates to Alabama BookSmith worth \$1,000, to Jack W. Swann, an employee of Jefferson County, intending to influence him and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

#### **COUNT TEN**

##### **(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. BOBBY J. RAST; DANIEL B. "DANNY" RAST; and RAST CONSTRUCTION, INC. ("RAST, INC.") are hereby named as DEFENDANTS in this count.
3. From at least July 2000 and continuing at least through December 2001, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants BOBBY RAST; DANNY RAST; and RAST, INC., aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county

government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendants BOBBY RAST; DANNY RAST; and RAST, INC. corruptly offered, gave, and agreed to give: supervision of construction work by Derek Houston with an approximate value of \$1,000; flooring from Don's Carpet with an approximate value of \$3,535; painting from Kimro Painting with an approximate value of \$9,733; plumbing from Brown Mechanical Contractors, Inc. with an approximate value of \$8,940; and payments totaling \$3,015 for a trip to England and Scotland, to Jack W. Swann, an employee of Jefferson County, intending to influence him and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

#### **COUNT ELEVEN**

##### **(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. FLOYD W. "PAT" DOUGHERTY ("DOUGHERTY"); and F.W. DOUGHERTY ENGINEERING & ASSOCIATES, INC. ("FWDE, INC.") are hereby named as DEFENDANTS in this count.
3. From at least July 2000 and continuing at least through April 2001, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants DOUGHERTY and FWDE, INC., aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to

influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendants DOUGHERTY and FWDE, INC. corruptly offered, gave, and agreed to give supervision of construction work by John Stanger with an approximate value of \$24,176 to Jack W. Swann, an employee of Jefferson County, intending to influence him and to be rewarded in connection with the JCESD.

All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.

#### **COUNT TWELVE**

##### **(18 U.S.C. § 371 - Conspiracy to Commit Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. HARRY T. CHANDLER, GRADY R. PUGH, Jr., JOSEPH E. "EDDIE" YESSICK, and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are named as DEFENDANTS in this Count.

#### **THE CONSPIRACY**

3. From in or about March 1999, and continuing at least until November 2001, the exact dates being unknown to the Grand Jury, within the Northern District of Alabama and elsewhere, Defendants CHANDLER, PUGH, YESSICK, and PUGH, INC., did knowingly and willfully combine, conspire, and agree with each other and others, both

known and unknown to the Grand Jury, to commit offenses against the United States, to wit:

(a) to corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18 United States Code, Section 666(a)(2); and

(b) being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B).

#### THE OBJECTS OF THE CONSPIRACY

4. It was an object of the conspiracy for Defendant CHANDLER, Assistant Director of the JCESD, to enrich himself by corruptly soliciting and accepting things of value with the intent of being influenced and rewarded for supporting the interests of Defendants PUGH, YESSICK, and PUGH, INC. in connection with the JCESD sewer rehabilitation construction program.
5. It was further an object of the conspiracy for Defendants PUGH, YESSICK, and PUGH, INC. to corruptly give, offer, and agree to give things of value to Defendant

CHANDLER with the intent of influencing and rewarding him for supporting their interests in connection with the JCESD sewer construction program.

MANNER AND MEANS OF THE CONSPIRACY

6. It was part of the conspiracy that Defendant CHANDLER, while he was the Assistant Director of the JCESD, would and did solicit and accept: landscaping work and related materials at his home; a trip to Bienville Plantation, White Springs, Florida; and a trip to Pelican Beach Condominiums, Gulf Shores, Alabama, from Defendants PUGH, YESSICK, and PUGH, INC., a contractor that performed work for the JCESD.
7. It was part of the conspiracy that Defendant CHANDLER would and did provide favorable treatment to Defendants PUGH, YESSICK, and PUGH, INC. in conjunction with contracting on JCESD matters in exchange for the bribes paid by these defendants.

OVERT ACTS

8. On or about March 18, 1999, Defendant CHANDLER contacted Defendant YESSICK about having Defendant PUGH, INC. deliver twelve cubic yards of sand to his house at 709 Polly Place, Vestavia Hills, Alabama.
9. On or about March 19, 1999, Defendant YESSICK caused an agent of Defendant PUGH, INC. deliver twelve cubic yards of sand to 709 Polly Place, Vestavia Hills, Alabama, for the benefit of Defendant CHANDLER.
10. In or about the Spring of 1999, the exact dates being unknown to the Grand Jury, Defendant YESSICK caused agents of Defendant PUGH, INC., to build a stone walkway, patio, block wall, install sod, and a rainwater drainage system at 709 Polly Place, Vestavia Hills, Alabama, with an approximate value of \$15,000 for the benefit of Defendant CHANDLER.

11. On or about March 23, 2000, Defendant PUGH caused an agent of Defendant PUGH, INC. to reserve accommodations at Bienville Plantation, White Springs, Florida, by mailing a check in the amount of \$3,617.48, in part for the benefit of Defendant CHANDLER.
12. On or about April 6, 2000, Defendant PUGH flew an airplane, owned by Defendant PUGH, INC., to White Springs, Florida, in part to provide transport to Defendant CHANDLER.
13. On or about April 6, 2000, Defendant PUGH paid the balance on the accommodations at Bienville Plantation, White Springs, Florida, by paying \$9,097, in part for the benefit of Defendant CHANDLER.
14. Between April 6 and 9, 2000, Defendant CHANDLER stayed at Bienville Plantation, White Springs, Florida, in accommodations valued at approximately \$1,000 paid for by Defendant PUGH, INC.
15. On or about April 9, 2000, Defendant PUGH flew an airplane, owned by Defendant PUGH, INC., from White Springs, Florida, to Birmingham, Alabama, in part to provide transport to Defendant CHANDLER.
16. In or about September 2001, the exact dates being unknown to the Grand Jury, Defendant CHANDLER communicated with Defendant YESSICK about paying money to Pelican Beach Condominiums for purposes of reserving a unit for the benefit of Defendant CHANDLER.
17. On or about September 25, 2001, Defendant YESSICK caused an agent of Defendant PUGH, INC. to reserve a unit at Pelican Beach Condominiums by charging \$610.50 on a credit card of Defendant PUGH, INC. for the benefit of Defendant CHANDLER.

18. Between October 4 and 8, 2001, Defendant CHANDLER stayed at Pelican Beach Condominiums, Gulf Shores, Alabama, in a unit paid for by Defendant PUGH, INC.
19. On or about November 1, 2001, Defendant YESSICK caused an agent of Defendant PUGH, INC. to mail payment to Platinum Plus for Business for the \$610.50 cost of the Pelican Beach Condominium unit for the benefit of Defendant CHANDLER.

**All in violation of Title 18 U.S.C. Section 371.**

### **COUNT THIRTEEN**

#### **(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. HARRY T. CHANDLER is named as DEFENDANT in this Count.
3. From at least March 2000 through November 2001, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendant HARRY T. CHANDLER being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendant CHANDLER, being a employee of Jefferson County, Alabama, corruptly solicited, accepted, and agreed to accept from Grady R. Pugh, Jr., Joseph E. "Eddie" Yessick, and Roland Pugh Construction, Inc.: a trip to Bienville Plantation in White Springs, Florida with a value of approximately

\$1,000; and a condominium rental at Pelican Beach Condominiums in Gulf Shores, Alabama, with a value of \$610, intending to be influenced and rewarded in connection with the JCESD.

All in violation of Title 18 United States Code, Section 666(a)(1)(B).

#### **COUNT FOURTEEN**

##### **(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. GRADY R. PUGH, Jr.; JOSEPH E. "EDDIE" YESSICK; and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are hereby named as DEFENDANTS in this count.
3. From at least March 2000 and continuing at least through November 2001, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants PUGH; YESSICK; PUGH, INC., aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendants PUGH, YESSICK and PUGH, INC. corruptly offered, gave, and agreed to give a trip to Bienville Plantation in White Springs, Florida with a value of approximately \$1,000; and a condominium rental at Pelican Beach Condominiums in Gulf Shores, Alabama, with a value of \$610, to Harry



T. Chandler, an employee of Jefferson County, intending to influence him and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

**COUNT FIFTEEN**

**(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. BOBBY J. RAST and RAST CONSTRUCTION, INC. ("RAST, INC.") are named as DEFENDANTS in this Count.
3. On or about May 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants BOBBY RAST and RAST, INC., aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendants BOBBY RAST and RAST, INC. corruptly offered, gave, and agreed to give an envelope containing \$2,500 cash to Harry T. Chandler, an employee of Jefferson County, intending to influence him and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

## COUNT SIXTEEN

### (18 U.S.C. § 666 – Bribery)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. SOHAN P. SINGH, EDWARD T. KEY, Jr., and US INFRASTRUCTURE, INC. ("USI") are named as DEFENDANTS in this Count.
3. On or about December 2003 and continuing at least until December 2004, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants SOHAN P. SINGH, EDWARD T. KEY, Jr., and USI, aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendants SOHAN P. SINGH, EDWARD T. KEY, Jr., and USI corruptly offered, gave, and agreed to give a \$2,000 gift card to Parisian's Department Store and an envelope containing \$1,500 cash, to Harry T. Chandler, an employee of Jefferson County, intending to influence him and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

## COUNT SEVENTEEN

### (18 U.S.C. § 371 - Conspiracy to Commit Bribery)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. RONALD K. WILSON, GRADY R. PUGH, Jr., and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are named as DEFENDANTS in this Count.

#### THE CONSPIRACY

3. From in or about August 1999, and continuing at least through June 2000, the exact dates being unknown to the Grand Jury, within the Northern District of Alabama and elsewhere, Defendants WILSON, PUGH, and PUGH, INC., did knowingly and willfully combine, conspire, and agree with each other and others, both known and unknown to the Grand Jury, to commit offenses against the United States, to wit:

(a) to corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18 United States Code, Section 666(a)(2); and

(b) being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in

connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B).

#### THE OBJECTS OF THE CONSPIRACY

4. It was an object of the conspiracy for Defendant WILSON, Chief Civil Engineer of the JCESD and member of the Product Review Committee, to enrich himself by corruptly soliciting and accepting things of value with the intent of being influenced and rewarded for supporting the interests of Defendants PUGH and PUGH, INC. in connection with the JCESD sewer rehabilitation construction program.
5. It was further an object of the conspiracy for Defendants PUGH and PUGH, INC. to corruptly give, offer, and agree to give things of value to Defendant WILSON with the intent of influencing and rewarding him for supporting their interests in connection with the JCESD sewer rehabilitation construction program.

#### MANNER AND MEANS OF THE CONSPIRACY

6. It was part of the conspiracy that Defendant WILSON, while he was the Chief Civil Engineer with the JCESD, would and did solicit and accept a \$4,500 payment from Defendants PUGH and PUGH, INC., a contractor that performed work for the JCESD.
7. It was further part of the conspiracy that Defendants WILSON, PUGH, and PUGH, INC. did agree to conceal the existence of their scheme by making the payment to the University of Alabama at Birmingham ("UAB") in the form of a bogus scholarship for Defendant WILSON's son.

### OVERT ACTS

8. In or about August 1999, the exact dates being unknown to the Grand Jury, Defendant WILSON communicated with an agent of Defendant PUGH, INC. about paying money to UAB for the benefit of Defendant WILSON's son.
9. On or about August 24, 1999, Defendant PUGH caused agents of Defendant PUGH, INC. to pay UAB \$4,500, as a bogus scholarship directed to the UAB student account of Defendant WILSON's son.
10. On or about September 15, 1999, Defendant WILSON received the benefit of one-quarter of the \$4,500 paid by Defendants PUGH and PUGH, INC. to wit: \$1,125, when UAB applied that \$1,125 to the UAB student account of Defendant WILSON's son.
11. On or about December 27, 1999, Defendant WILSON received the benefit of one-quarter of the \$4,500 paid by Defendants PUGH and PUGH, INC. to wit: \$1,125, when UAB applied that \$1,125 to the UAB student account of Defendant WILSON's son.
12. On or about March 17, 2000, Defendant WILSON received the benefit of one-quarter of the \$4,500 paid by Defendants PUGH and PUGH, INC. to wit: \$1,125, when UAB applied that \$1,125 to the UAB student account of Defendant WILSON's son.
13. On or about June 7, 2000, Defendant WILSON received the benefit of one-quarter of the \$4,500 paid by Defendants PUGH and PUGH, INC. to wit: \$1,125, when UAB applied that \$1,125 to the UAB student account of Defendant WILSON's son.

**All in violation of Title 18 U.S.C. Section 371.**

## COUNT EIGHTEEN

### (18 U.S.C. § 666 – Bribery)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. From on or about August 1999 and continuing through June 7, 2000, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendant RONALD K. WILSON being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendant WILSON, being an employee of the JCESD and member of the Product Review Committee, corruptly solicited, accepted, and agreed to accept proceeds from a bogus scholarship paid for by Grady Pugh and Roland Pugh Construction, Inc. through UAB when UAB applied two disbursements of \$1,125 each from that bogus scholarship to the account of Defendant WILSON's son on March 23, 2000, and June 7, 2000, intending to be influenced and rewarded in connection with the JCESD and the Product Review Committee.

**All in violation of Title 18 United States Code, Section 666(a)(1)(B).**

## **COUNT NINETEEN**

### **(18 U.S.C. § 666 and 2 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. From on or about August 1999 and continuing through June 2000, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants GRADY R. PUGH, Jr. and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC."), aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendants PUGH and PUGH, INC. corruptly offered, gave, and agreed to give proceeds from a bogus scholarship that they paid through UAB when UAB applied two disbursements totaling \$2,250 from that bogus scholarship to the account of Defendant WILSON's son, intending to influence and reward him in connection with the JCESD and the Product Review Committee.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

## COUNT TWENTY

### (18 U.S.C. § 371 - Conspiracy to Commit Bribery)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. CLARENCE R. BARBER, JOSEPH E. "EDDIE" YESSICK, and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are named as DEFENDANTS in this Count.

### THE CONSPIRACY

3. From in or about May 1997, and continuing at least through May 2003, the exact dates being unknown to the Grand Jury, within the Northern District of Alabama and elsewhere, Defendants BARBER, YESSICK, and PUGH, INC. did knowingly and willfully combine, conspire, and agree with each other and others, both known and unknown to the Grand Jury, to commit offenses against the United States, to wit:
  - (a) to corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18 United States Code, Section 666(a)(2); and
  - (b) being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in



connection with any business, transaction, and series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B).

#### THE OBJECTS OF THE CONSPIRACY

4. It was an object of the conspiracy for Defendant BARBER, Construction and Maintenance Supervisor for the JCESD, to enrich himself by corruptly soliciting and accepting things of value with the intent of being influenced and rewarded for supporting the interests of Defendants YESSICK and PUGH, INC. in connection with the JCESD sewer rehabilitation construction program.
5. It was further an object of the conspiracy for Defendants YESSICK and PUGH, INC. to corruptly give, offer, and agree to give things of value to Defendant BARBER with the intent of influencing and rewarding him for supporting their interests in connection with the JCESD sewer rehabilitation construction program.

#### MANNER AND MEANS OF THE CONSPIRACY

6. It was part of the conspiracy that Defendant BARBER, while he was the Supervisor of Construction and Maintenance with the JCESD, would and did solicit and accept real property with a value of \$47,927 and numerous vacation trips to casinos and beaches from Defendants YESSICK and PUGH, INC., a contractor that performed work for the JCESD.
7. It was part of the conspiracy that Defendants BARBER, YESSICK, and PUGH, INC. did agree to conceal the existence of their scheme by disguising the real property transaction in the form of a bogus loan from Defendant PUGH, INC. to Defendant BARBER.

8. It was further a part of the conspiracy that Defendant BARBER would and did provide favorable treatment to Defendants YESSICK and PUGH, INC. in conjunction with contracting on JCESD matters in exchange for the many bribes paid by these defendants.

OVERT ACTS

9. On or about May 29, 1997, Defendant PUGH, INC. reserved unit 803 at Romar Place Condominiums in Gulf Shores, Alabama, for the benefit of Defendant BARBER, by issuing a check for \$200 to Meyer Real Estate.
10. On or about August 20, 1997, Defendant PUGH, INC. paid the balance on Romar Place Condominiums, unit 803, for the benefit of Defendant BARBER, by issuing a check for \$992 to Meyer Real Estate.
11. Between September 6 and September 13, 1997, Defendant BARBER stayed at Romar Place Condominiums, unit 803, in Gulf Shores, Alabama, which was paid for by Defendant PUGH, INC.
12. On or about June 12, 1998, Defendant PUGH, INC. reserved unit 904 at Romar Place Condominiums in Gulf Shores, Alabama, for the benefit of Defendant BARBER, by issuing a check for \$200 to Meyer Real Estate.
13. On or about August 6, 1998, Defendant PUGH, INC. paid the balance on Romar Place Condominiums, unit 904, for the benefit of Defendant BARBER, by issuing a check for \$892 to Meyer Real Estate.
14. Between September 7 and September 13, 1998, Defendant BARBER stayed at Romar Place Condominiums, unit 904, in Gulf Shores, Alabama, which was paid for by Defendant PUGH, INC.

15. On or about September 14, 1999, Defendant PUGH, INC. reserved unit 405 at Romar Place Condominiums in Gulf Shores, Alabama, for the benefit of Defendant BARBER, by issuing a check for \$200 to Meyer Real Estate.
16. On or about September 19, 1999, Defendant PUGH, INC. paid the balance on Romar Place Condominiums, unit 405, for the benefit of Defendant BARBER, by issuing a check for \$816 to Meyer Real Estate.
17. Between September 19 and September 24, 1999, Defendant BARBER stayed at Romar Place Condominiums, unit 405, in Gulf Shores, Alabama, which was paid for by Defendant PUGH, INC.
18. In or about the Summer of 2000, the exact dates being unknown to the Grand Jury, Defendant YESSICK approached a realtor about finding residential land in the area of McCalla, Alabama.
19. On or about November 8, 2000, Defendant YESSICK made an offer to buy a parcel of land in McCalla, Alabama, for \$40,000.
20. On or about November 27, 2000, Defendant YESSICK signed a contract to buy the land in McCalla, Alabama, for \$47,500, while concealing that the land was actually to be purchased for the benefit of Defendant BARBER.
21. On or about November 30, 2000, Defendant YESSICK caused an agent for Defendant PUGH, INC. to sign an earnest money check for \$1,000 on the land in McCalla, Alabama, for the benefit of Defendant BARBER.
22. On or about December 15, 2000, Defendant YESSICK informed the realtor that the McCalla land actually would be purchased for Defendant BARBER and not Defendant PUGH, INC., as indicated earlier.

23. On or about December 15, 2000, Defendant YESSICK caused the realtor to remove the name of Defendant PUGH, INC. from the papers on the McCalla land transaction and to change it to Defendant BARBER'S name.
24. On or about December 15, 2000, Defendant YESSICK caused Defendant PUGH, INC. to pay to the closing attorney for the McCalla land \$46,877, for the benefit of Defendant BARBER.
25. On or about December 18, 2000, Defendant BARBER signed an "Unimproved Land Sales Contract," falsely dated November 21, 2000, for the purpose of concealing the identity of Defendant PUGH, INC. as the source of payment for the McCalla land.
26. On or about December 18, 2000, Defendant BARBER signed the closing documents on the McCalla land.
27. On or about December 19, 2000, Defendant YESSICK signed a false and fraudulent contract to buy a house from the realtor, for purposes of concealing the identity of Defendant PUGH, INC. as the source of payment of the \$1,000 in earnest money paid on November 30, 2000, that really was for the benefit of Defendant BARBER.
28. On or about December 19, 2000, Defendant YESSICK, for purposes of concealing the identity of Defendant PUGH, INC. as the source of payment of the \$1,000 earnest money paid on November 30, 2000, caused the realtor to refund the \$1,000 PUGH, INC. paid on the McCalla land.
29. On or about December 19, 2000, Defendant YESSICK caused an agent of Defendant PUGH, INC. to pay \$1,050 for a portion of the purchase price on the McCalla land, for the benefit of Defendant BARBER.

30. During December 2000, the exact dates being unknown to the Grand Jury, in an effort to conceal the scheme regarding the McCalla land, Defendant YESSICK caused an agent of Defendant PUGH, INC. to charge \$47,927 worth of expenses involved in the purchase of the McCalla land as expenses to the "Paradise Lake" job, a no-bid project the JCESD previously had awarded to Defendant PUGH, INC.
31. On or about January 5, 2001, Defendant BARBER delivered the \$1050 check, issued by Defendant PUGH, INC. in Paragraph 29 of this Count, to the office of the closing attorney on the McCalla land and received the deed to the property.
32. On or about September 13, 2001, Defendant YESSICK caused an agent of Defendant PUGH, INC. to reserve a condominium at the Phoenix III in Gulf Shores, Alabama, for the benefit of Defendant BARBER, by charging \$481 to a credit card of Defendant PUGH, INC.
33. On or about September 14, 2001, Defendant YESSICK caused an agent of Defendant PUGH, INC. to reserve a hotel room at the Beau Rivage Resort and Casino in Biloxi, Mississippi, for the benefit of Defendant BARBER, by charging \$546 to a credit card of Defendant PUGH, INC.
34. In or about September 2001, the exact dates being unknown to the Grand Jury, Defendant YESSICK caused an agent of Defendant PUGH, INC. to reserve a room at the Isle of Capri Casino in Vicksburg, Mississippi, for the benefit of Defendant BARBER, by charging \$148 to a credit card of Defendant PUGH, INC.
35. Between September 30 and October 3, 2001, Defendant BARBER stayed at the Isle of Capri Casino in Vicksburg, Mississippi, in a room paid for by Defendant PUGH, INC.

36. Between October 3 and 6, 2001, Defendant BARBER stayed at Beau Rivage Resort and Casino in Biloxi, Mississippi, in a room paid for by Defendant PUGH, INC.
37. Between October 6 and 11, 2001, Defendant BARBER stayed at Phoenix III Condominiums in Gulf Shores, Alabama, in a unit paid for by Defendant PUGH, INC.
38. On or about November 1, 2001, Defendant YESSICK caused an agent of Defendant PUGH to mail a check to Platinum Plus for Business in payment of the \$481 and \$546 charges, as alleged in Paragraphs 32 and 33 of this Count, for the benefit of Defendant BARBER.
39. On or about December 3, 2001, Defendant YESSICK caused an agent of Defendant PUGH, INC. to mail a check to Platinum Plus for Business in payment of the \$148, as alleged in Paragraph 34 of this Count, for the benefit of Defendant BARBER.
40. On March 14, 2003, in an effort to conceal receipt of the \$47,927 bribe from Defendant PUGH, INC. on the McCalla land, Defendant BARBER made a bogus "loan repayment" to PUGH, INC. in the amount of \$8,000.
41. On March 24, 2003, in an effort to conceal the receipt of the \$47,927 bribe from Defendant PUGH, INC. on the McCalla land, Defendant BARBER made a bogus "loan repayment" to PUGH, INC. in the amount of \$8,000.
42. On April 20, 2003, in an effort to conceal the receipt of the \$47,927 bribe from Defendant PUGH, INC. on the McCalla land, Defendant BARBER made a bogus "loan repayment" to PUGH, INC. in the amount of \$8,000.
43. On April 23, 2003, in an effort to conceal the receipt of the \$47,927 bribe from Defendant PUGH, INC. on the McCalla land, Defendant BARBER made a bogus "loan repayment" to PUGH, INC. in the amount of \$8,000.

44. On May 3, 2003, in an effort to conceal the receipt of the \$47,927 bribe from Defendant PUGH, INC. on the McCalla land, Defendant BARBER made a bogus "loan repayment" to PUGH, INC. in the amount of \$8,000.
45. On May 6, 2003, in an effort to conceal the receipt of the \$47,927 bribe from Defendant PUGH, INC. on the McCalla land, Defendant BARBER made a bogus "loan repayment" to PUGH, INC. in the amount of \$6,877.

**All in violation of Title 18 United States Code, Section 371.**

#### **COUNT TWENTY-ONE**

**(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. CLARENCE R. BARBER is named as DEFENDANT in this Count.
3. From about December 2000 to December 2001, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendant CLARENCE R. BARBER being an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendant BARBER, being an employee of Jefferson County, corruptly solicited, accepted, and agreed to accept from Joseph E. "Eddie" Yessick and Roland Pugh Construction, Inc. real property in McCalla, Alabama, with a

value of \$47,927; a trip to Isle of Capri Casino in Vicksburg, Mississippi, with a value of \$148; a trip to Beau Rivage Resort and Casino in Biloxi, Mississippi, with a value of \$546; and a trip to Phoenix III Condominiums in Gulf Shores, Alabama, with a value of \$481; intending to be influenced and rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Section 666(a)(1)(B).**

**COUNT TWENTY-TWO**

**(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. JOSEPH E. "EDDIE" YESSICK; and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are hereby named as DEFENDANTS in this count.
3. From at least December 2000 and continuing at least through December 2001, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants YESSICK and PUGH, INC., aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, to wit: Defendants YESSICK and PUGH, INC. corruptly offered, gave, and agreed to give real property in McCalla, Alabama, with a value of \$47,927; a trip to Isle of Capri Casino in Vicksburg, Mississippi, with a value of \$148; a trip to Beau Rivage Resort and Casino in Biloxi, Mississippi, with a value of



\$546; and a trip to Phoenix III Condominiums in Gulf Shores, Alabama, with a value of \$481 to Clarence R. Barber, an employee of Jefferson County, intending to influence him and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

### **COUNT TWENTY-THREE**

#### **(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. BOBBY J. RAST, and RAST CONSTRUCTION, INC. ("RAST, INC.") are named as DEFENDANTS in this Count.
3. In May 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants BOBBY RAST and RAST, INC. aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendants BOBBY RAST and RAST, INC. corruptly offered, gave, and agreed to give \$1,000 cash to Donald R. Ellis, an engineer with the JCESD, intending to influence and reward him in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

**COUNT TWENTY-FOUR**

**(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. EDWARD T. KEY, Jr., and US INFRASTRUCTURE, INC. ("USI") are named as DEFENDANTS in this Count.
3. On or about May 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants EDWARD T. KEY, Jr., and USI, aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendants EDWARD T. KEY, Jr., and USI corruptly offered, gave, and agreed to give an envelope containing \$500 in cash to Donald R. Ellis, an employee of Jefferson County, intending to influence him and to be rewarded in connection with the JCESD.

**All in violation of Title 18 United States Code, Sections 666(a)(2) and 2.**

**COUNT TWENTY-FIVE**

**(18 U.S.C. § 666 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. WILLIAM H. DAWSON is named as the DEFENDANT in this Count.

3. In May 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendant WILLIAM H. DAWSON, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendant WILLIAM H. DAWSON corruptly offered, gave, and agreed to give \$1,000 cash to Donald R. Ellis, an engineer with the JCESD, intending to influence and reward him in connection with the JCESD.

**All in violation of Title 18 United States Code, Section 666(a)(2).**

#### **COUNT TWENTY-SIX**

**(18 U.S.C. § 666 and 2 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. Defendants GRADY R. PUGH, Jr. and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are named as DEFENDANTS in this Count.
3. On or about March 2002 and continuing through July 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants GRADY R. PUGH and PUGH, INC, aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with

any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendants GRADY R. PUGH, Jr. and PUGH, INC. corruptly offered, gave, and agreed to give a Browning A-Bolt hunting rifle with an approximate value of \$966 and an envelope containing \$500 cash, to Larry P. Creel, an employee of the JCESD, intending to influence and reward him in connection with the JCESD and Product Review Committee.

**All in violation of Title 18 United States Code, Section 666(a)(2) and 2.**

**COUNT TWENTY-SEVEN**

**(18 U.S.C. § 666 and 2 – Bribery)**

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. Defendants DANIEL B. "DANNY" RAST and RAST CONSTRUCTION, INC. ("RAST, INC.") are named as DEFENDANTS in this Count.
3. On or about December 2000, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants DANIEL B. "DANNY" RAST and RAST CONSTRUCTION, INC. ("RAST, INC."), aided and abetted by each other, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of the county government, which county government received federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendants DANNY RAST and RAST, INC. corruptly offered, gave, and agreed to give an envelope containing \$1,000 cash, to

Larry P. Creel, an employee of the JCESD, intending to influence and reward him in connection with the JCESD and Product Review Committee.

All in violation of Title 18 United States Code, Section 666(a)(2) and 2.

### COUNTS TWENTY-EIGHT to FORTY-THREE

#### (18 U.S.C. Sections 1341, 1346 Honest Services Mail Fraud)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. JACK W. SWANN, CLARENCE R. BARBER, GRADY R. PUGH, Jr., JOSEPH E. "EDDIE" YESSICK, and ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") are hereby named as defendants in these counts, as listed below.

#### The Duty of Honest Services

3. A public employee, such as an employee of the JCESD, is prohibited from soliciting or receiving a thing of value for himself or a family member for the purpose of influencing official action by the public employee.
4. No one can offer or give a thing of value to a public employee, such as an employee of the JCESD, or to a family member of the public employee for the purpose of influencing official action by the public employee.

#### The Schemes

5. From in or about March 2000 and continuing at least through December 2002, in the Northern District of Alabama and elsewhere, Defendants SWANN, BARBER, PUGH, YESSICK, and PUGH, INC., and others known and unknown to the Grand Jury, devised and intended to devise schemes and artifices to defraud and deprive the State of Alabama

and Jefferson County of their right to Defendant SWANN's, and BARBER's respective honest services as employees of the JCESD, performed free from deceit, fraud, dishonesty, favoritism, self-enrichment, and self dealing.

Manner and Means of the Scheme with SWANN

6. It was part of the scheme that Defendant SWANN, while he was the Director of the JCESD, would and did solicit and accept, as indicated below: landscaping with an approximate value of \$100,000, and a waterfall and pond with a value of \$7,422.50, from Defendants YESSICK and PUGH, INC., a contractor that performed work for the JCESD.

Manner and Means of the Scheme with BARBER

7. It was part of the scheme that Defendant BARBER, while he was the Supervisor of Construction and Maintenance with the JCESD, would and did solicit and accept, as indicated below: a trip to Beau Rivage Resort and Casino in Biloxi, Mississippi, with a value of \$546.70; a trip to Phoenix III Condominiums in Gulf Shores, Alabama, with a value of \$481.74; and a trip to Isle of Capri Casino in Vicksburg, Mississippi, with a value of \$148.08; from Defendants YESSICK and PUGH, INC., a contractor that performed work for the JCESD.

Execution of the Schemes

8. As indicated in the list below, in the Northern District of Alabama and elsewhere, Defendants SWANN, BARBER, PUGH, YESSICK, and PUGH, INC., and others known and unknown, for the purpose of executing and attempting to execute these schemes and artifices to defraud, knowingly caused an envelope containing the information listed below to be placed in an office of the U.S. Postal Service, addressed as set forth below

and from the person or organization listed below, to be sent and delivered by the U.S.

Postal Service:

<u>COUNT</u>	<u>DEFENDANTS</u>	<u>DATE</u>	<u>MAIL MATTER:</u>	<u>MAIL MATTER TO:</u>
28.	SWANN YESSICK PUGH, INC.	12/13/00	\$15,635 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
29.	SWANN YESSICK PUGH, INC.	12/22/00	\$6,680.80 Check PUGH, INC. Bessemer, AL	Aquatic Gardens 5485 Hwy 280 East, Suite B Birmingham, AL 35242
30.	SWANN YESSICK PUGH, INC.	1/16/01	\$10,437 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
31.	SWANN YESSICK PUGH, INC.	2/15/01	\$33,622 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
32.	SWANN YESSICK PUGH, INC.	3/13/01	\$15,201 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
33.	SWANN YESSICK PUGH, INC.	4/12/01	\$5,686 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
34.	SWANN YESSICK PUGH, INC.	7/16/01	\$603.57 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
35	SWANN YESSICK PUGH, INC.	8/14/01	\$1,207.16 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
36	SWANN YESSICK PUGH, INC.	8/14/01	\$742.25 Check PUGH, INC. Bessemer, AL	Aquatic Gardens 5485 Hwy 280 East, Suite B Birmingham, AL 35242
37.	SWANN YESSICK	9/14/01	\$6,835.26 Check PUGH, INC.	Guthrie Landscaping P.O. Box 405

	PUGH, INC.		Bessemer, AL	Northport, AL 35746
38.	BARBER YESSICK PUGH, INC.	10/24/01	\$1,633.89 Check (Incl. \$481.74 From Gulf Shores Trip, and \$546.70 from Beau Rivage Resort Trip) PUGH, INC. Bessemer, AL	Platinum Plus for Business P.O. Box 15469 Wilmington, DE 19886
39.	BARBER YESSICK PUGH, INC.	12/06/01	\$1330.20 Check (Including \$148.08 From Isle of Capri Casino Trip) PUGH, INC. Bessemer, AL	Platinum Plus for Business P.O. Box 15469 Wilmington, DE 19886
40.	SWANN YESSICK PUGH, INC.	12/18/01	\$1,207.16 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
41.	SWANN YESSICK PUGH, INC.	1/13/02	\$47,000 Check PUGH, INC. Bessemer, AL	Guthrie Landscaping P.O. Box 405 Northport, AL 35746
42.	SWANN YESSICK PUGH, INC.	11/26/02	\$46,684 Check JACK SWANN Birmingham, AL	PUGH, INC. Bessemer, AL
43.	SWANN YESSICK PUGH, INC.	12/16/02	\$12,572.95 Check JACK SWANN Birmingham, AL	PUGH, INC. Bessemer, AL

All in violation of Title 18 United States Code, Sections 1341, 1346, and 2.



## COUNTS FORTY-FOUR to SIXTY-FOUR

### (18 U.S.C. Sections 1341, 1346 Honest Services Mail Fraud)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. JACK W. SWANN and RONALD K. WILSON are hereby named as DEFENDANTS in these counts, as listed below.

#### The Duty of Honest Services

3. A public employee, such as an employee of the JCESD, is prohibited from soliciting or receiving a thing of value for himself or a family member for the purpose of influencing official action by the public employee.
4. A public employee, such as an employee of the JCESD, is prohibited from having a financial interest in a matter that relates to the discharge of his official duties.
5. A public employee, such as an employee of the JCESD, is prohibited from using his official position to obtain personal gain for himself or any business with which he is associated.
6. A public employee, such as an employee of the JCESD who participates in the negotiation or approval of contracts, is prohibited from receiving a contract with his former employer for a period of two years after he leaves that department or agency.
7. A public employee, such as an employee of the JCESD, is prohibited from doing business with his former employer for a period of two years after he leaves his county job.

### The Scheme

8. From in or about September 1999 and continuing at least through August 2002, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendants SWANN and WILSON, and others known and unknown to the Grand Jury, devised and intended to devise a scheme and artifice to defraud and deprive the State of Alabama and Jefferson County of their right to Defendant WILSON's honest services as an employee of Jefferson County, performed free from deceit, fraud, dishonesty, favoritism, self-enrichment, and self dealing.

### Manner and Means of the Scheme

9. It was part of the scheme that Defendant SWANN, combined, conspired and agreed to award two "no bid" JCESD engineering contracts worth \$483,000 and \$350,000 to Defendant RONALD K. WILSON, while Defendant WILSON was still an employee of the JCESD.
10. It was part of the scheme that Defendants WILSON and SWANN combined and conspired with themselves and others known and unknown to the Grand Jury, to have the JCESD award the Tarrant Springs Branch Trunk Sewer Replacement contract and the Hopewell Pumping Station Design contract to WILSON. Jefferson County employed Defendant WILSON to work as its engineer on the Tarrant Springs Branch Trunk Sewer Replacement and the Hopewell Pumping Station projects until November 5, 1999.
11. It was part of the scheme that Floyd W. "Pat" Dougherty combined, conspired and agreed with SWANN and WILSON to accept award of the Tarrant Springs Branch Trunk Sewer Replacement and Hopewell Pumping Station Design contracts, in the name of FWDE,

Inc., knowing that in reality that Defendant WILSON, then the Chief Engineer of the JCESD, would be performing those contracts beginning in the fall of 1999.

Execution of the Scheme

12. As indicated in the list below, in the Northern District of Alabama and elsewhere, Defendants SWANN and WILSON, and others known and unknown to the Grand Jury, for the purpose of executing and attempting to execute these schemes and artifices to defraud, knowingly caused an envelope containing the information listed below to be placed in an office of the U.S. Postal Service, addressed as set forth below and from the person or organization listed below, to be sent and delivered by the U.S. Postal Service:

<u>OVERT ACT</u>	<u>DEFENDANTS</u>	<u>DATE</u>	<u>MAIL MATTER:</u>	<u>MAIL MATTER TO:</u>
13.	SWANN WILSON	11/16/99	\$45,885 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
14.	SWANN WILSON	12/20/99	\$22,942 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
15.	SWANN WILSON	1/19/00	\$22,942 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
16.	SWANN WILSON	2/15/00	\$22,942 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263

17.	SWANN WILSON	2/15/00	\$49,875 Invoice FWDE, Inc. Birmingham, AL Hopewell P. S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
18.	SWANN WILSON	3/16/00	\$22,942 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
19.	SWANN WILSON	3/16/00	\$19,950 Invoice FWDE, Inc. Birmingham, AL Hopewell P. S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
20.	SWANN WILSON	4/17/00	\$22,942 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
21.	SWANN WILSON	4/17/00	\$19,950 Invoice FWDE, Inc. Birmingham, AL Hopewell P. S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
22.	SWANN WILSON	5/15/00	\$45,885 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
23.	SWANN WILSON	5/15/00	\$19,950 Invoice FWDE, Inc. Birmingham, AL Hopewell P. S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
24.	SWANN WILSON	6/19/00	\$36,708 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
25.	SWANN WILSON	6/19/00	\$19,950 Invoice FWDE, Inc. Birmingham, AL Hopewell P. S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263

<u>COUNT</u>	<u>DEFENDANTS</u>	<u>DATE</u>	<u>MAIL MATTER:</u>	<u>MAIL MATTER TO:</u>
44.	SWANN WILSON	7/19/00	\$32,119 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	7/19/00	\$29,925 Invoice FWDE, Inc. Birmingham, AL Hopewell P. S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
45.	SWANN WILSON	8/15/00	\$34,413 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	8/15/00	\$26,600 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
46.	SWANN WILSON	9/19/00	\$16,059 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	9/19/00	\$19,950 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
47.	SWANN WILSON	10/17/00	\$18,354 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	10/17/00	\$16,625 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
48.	SWANN WILSON	12/12/00	\$13,765 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263

	SWANN WILSON	12/12/00	\$9,975 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
49.	SWANN WILSON	1/03/01	\$32,119 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	1/03/01	\$16,625 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
50.	SWANN WILSON	2/05/01	\$34,125 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
51.	SWANN WILSON	2/15/01	\$22,942 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
52.	SWANN WILSON	4/2/01	\$14,962 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
53.	SWANN WILSON	4/26/01	\$22,942 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	4/26/01	\$18,287 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
54.	SWANN WILSON	6/19/01	\$40,350 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263

55.	SWANN WILSON	7/19/01	\$7,594 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	7/19/01	\$52,210 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
56.	SWANN WILSON	8/20/01	\$6,813 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	8/20/01	\$17,936 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
57.	SWANN WILSON	9/20/01	\$4,900 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	9/20/01	\$8,582 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
58.	SWANN WILSON	10/23/01	\$8,750 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	10/23/01	\$8,700 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
59.	SWANN WILSON	11/27/01	\$8,750 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263

	SWANN WILSON	11/27/01	\$8,700 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
60.	SWANN WILSON	12/31/01	\$8,700 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
61.	SWANN WILSON	1/30/02	\$8,750 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	1/30/02	\$8,700 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
62.	SWANN WILSON	2/22/02	\$4,375 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
	SWANN WILSON	2/22/02	\$4,350 Invoice FWDE, Inc. Birmingham, AL Hopewell P.S.	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
63.	SWANN WILSON	5/20/02	\$16,154 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263
64.	SWANN WILSON	8/23/02	\$16,154 Invoice FWDE, Inc. Birmingham, AL Tarrant Springs	JACK W. SWANN JCESD Courthouse, Room B-202 Birmingham, AL 35263

All in violation of Title 18 United States Code, Sections 1341, 1346, and 2.



## COUNT SIXTY-FIVE

### (18 U.S.C. § 1503 - Obstruction)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. ROLAND PUGH CONSTRUCTION, INC. ("PUGH, INC.") is hereby named as the DEFENDANT in this count.
3. From on or about January 2003 and continuing until the date of Indictment, in the Northern District of Alabama and elsewhere, Defendant PUGH, INC. did corruptly obstruct and impede an official proceeding, specifically Grand Juries empaneled on September 18, 2002, and September 22, 2004 sitting in the Northern District of Alabama which were investigating allegations of corruption, fraud, bid rigging, and other violations of federal law.
4. The defendant obstructed justice by, among other things, intentionally withholding and destroying the following documents: George Word invoices for \$34,150 and \$10,042 that were paid for the benefit of Chris McNair; Guthrie Landscaping invoices for a total of \$140,680 and Aquatic Gardens invoices paid for the benefit of Jack W. Swann; and documents relating to the McCalla land for \$47,927 paid for the benefit of Clarence R. Barber, that the Grand Juries had subpoenaed and that were material to the investigations; thereby obstructing or impeding the Grand Jury's Investigation.

**All in violation of Title 18 United States Code, Section 1503.**

## COUNT SIXTY-SIX

### (18 U.S.C. § 1503 - Obstruction)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. BOBBY J. RAST and RAST CONSTRUCTION, INC. are hereby named as DEFENDANTS in this count.
3. From on or about January 2003 and continuing until the date of Indictment, in the Northern District of Alabama and elsewhere, Defendants BOBBY RAST and RAST, INC. did corruptly obstruct and impede an official proceeding, specifically Grand Juries empaneled on September 18, 2002 and September 22, 2004 sitting in the Northern District of Alabama which were investigating allegations of corruption, fraud, bid rigging, and other violations of federal law.
4. The defendants obstructed justice by, among other things, intentionally withholding and destroying documents relating to: Sherman Concrete, J & J Construction Supply, Inc., and Ram Tool Supply, Inc. that were paid for the benefit of McNair; price quotes from Roland Pugh Construction, Inc.; and by providing false documents to the Grand Juries. These omissions were material to the investigations, and thereby obstructed and impeded the Grand Jury's Investigation.

**All in violation of Title 18 United States Code, Section 1503.**

## COUNT SIXTY-SEVEN

### (18 U.S.C. § 1503 - Obstruction)

1. The allegations in the first twenty-six paragraphs of this Indictment are realleged and incorporated herein.
2. SOHAN P. SINGH, EDWARD T. KEY, Jr., and US INFRASTRUCTURE, INC. ("USI") are hereby named as DEFENDANTS in this count.
3. From on or about January 2003 and continuing until the date of Indictment, in the Northern District of Alabama and elsewhere, Defendants SINGH, KEY and USI did corruptly obstruct and impede an official proceeding, specifically Grand Juries empaneled on September 18, 2002, and September 22, 2004, sitting in the Northern District of Alabama which were investigating allegations of corruption, fraud, bid rigging, and other violations of federal law.
4. Defendants SINGH, KEY, and USI obstructed justice by, among other things, intentionally withholding the following: documents relating to cash payments made as bribes to employees of Jefferson County, documents relating to gift cards given as bribes to employees of Jefferson County; and by providing false documents and information to the Grand Juries. These omissions and misrepresentations were material to the investigations, and thereby obstructed and impeded the Grand Jury's Investigation.

**All in violation of Title 18 United States Code, Section 1503.**

TRUE BILL

\_\_\_\_\_  
GRAND JURY FOREMAN

\_\_\_\_\_  
ALICE H. MARTIN  
UNITED STATES ATTORNEY

\_\_\_\_\_  
WILLIAM D. DILLON  
TRIAL ATTORNEY

Northern District of Alabama: Returned into Court this \_\_\_\_ day of \_\_\_\_\_,  
2005, by Grand Jurors and filed herein.

\_\_\_\_\_  
T. MICHAEL PUTNAM  
U.S. MAGISTRATE JUDGE

46151



TRUE COPY:

By: \_\_\_\_\_

*[Signature]*